



COUNTY OF LOS ANGELES

CHIEF INFORMATION OFFICE

500 West Temple Street
493 Kenneth Hahn Hall of Administration
Los Angeles, CA 90012

JON W. FULLINWIDER
CHIEF INFORMATION OFFICER

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August 15, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AMENDMENT NUMBER 1 TO THE AGREEMENT BETWEEN THE COUNTY OF
LOS ANGELES AND DEWBERRY & DAVIS SERVICES OPERATIONS INC. FOR DIGITAL
AERIAL IMAGERY DATA QUALITY ASSURANCE/QUALITY CONTROL AND
DISTRIBUTION SERVICES
(3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Chief Information Officer to execute the attached Amendment No. 1 to the existing Agreement between the County of Los Angeles and Dewberry & Davis Services Operations, Inc. (Dewberry & Davis) to increase the contract sum by \$84,517. The contract sum will be increased from \$400,000 to \$484,517. In Amendment No. 1, the County will 1) acquire an additional countywide 2' orthogonal imagery product; 2) exercise an option in the existing agreement requiring the contractor to provide quality assurance, quality control and distribution of the Pictometry oblique aerial imagery; and 3) instruct the contractor to distribute the orthogonal infrared imagery to Los Angeles Region – Image Acquisition Consortium Program (LAR-IAC) participants.
2. Approve and authorize the Chief Information Officer (CIO) to use \$1.0 million from the Information Technology Fund (ITF), if required, to ensure timely payment of invoices received under the three (3) contracts established to support the LAR-IAC. The requested funds, if required, will be returned to the ITF on receipt of committed funds from participating municipalities and other government agencies.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Amendment No. 1 to the Agreement will enable Dewberry & Davis to provide 2' resolution images, quality assurance, quality control and distribution of the Pictometry oblique

imagery, and distribution of the orthogonal infrared imagery, which are consistent with the other services they perform under this agreement. These additional products are required by the United States Geological Survey (USGS) and other participants of the LAR-IAC.

The action requesting authority for the Chief Information Officer to use \$1.0 million from the ITF is intended to serve as temporary funding, if required, to supplement monies already received for the LAR-IAC from some of the participating municipalities and government agencies. Upon receipt of the outstanding LAR-IAC payments from the municipalities, all monies used from the ITF will be restored. The ITF Executive Committee voted to recommend that your Board authorize the use of \$1.5 million to support the LAR-IAC in the third quarter of 2005, and is consistent with potential funding sources identified in our initial Board letter related to this project.

The LAR-IAC supports several County Strategic Goals:

1. **Service Excellence** – providing the public with personalized spatially specific information
2. **Workforce Excellence** – will allow the County workforce to make better decisions by adding a visual context to constituent issues and needs
3. **Organizational Effectiveness** - allows participating departments and agencies to concentrate on their core missions and eliminate redundant contracting activities.
4. **Fiscal Responsibility** - sharing the cost of acquiring this data, will save 50% of the cost of obtaining this necessary imagery independently.

FISCAL IMPACT/FINANCING

The proposed Amendment No. 1 of the Dewberry & Davis Agreement increases the agreement by \$84,517 from \$400,000 to \$484,517. This will increase the total cost of the LAR-IAC to \$5.8 million. The County's direct cost for the LAR-IAC imagery will be \$3.2 million. As of August 1, 2006, there are currently nine (9) County departments, 30 municipalities, and four (4) other agencies that have signed letters of interest and/or MOU's confirming their participation and payments for approximately \$6.3 million for project funding (see table below). All funds received that exceed project costs will be used to refresh the imagery or refunded to participants.

Organization	Commitment	Payment	Balance Due
County Departments	\$ 3,213,000	\$ 3,213,000	\$ 0
Municipalities	2,219,000	1,570,000	649,000
Other Agencies	845,000	21,000	824,000
TOTAL	\$ 6,277,000	\$ 4,804,000	\$ 1,473,000

To ensure that the County has funds to make timely payment on contractor invoices for delivery of the images, we are requesting temporary use of \$1.0 million in ITF monies, if required.

No additional net County cost is required.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The attached Amendment No. 1 has been approved as to form by County Counsel.

CONTRACTING PROCESS

Your Board approved the competitively bid Agreement with Dewberry & Davis on January 31, 2006.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the requested actions will expand the imagery available to County departments and other LAR-IAC participants, and accelerate the completion of required quality control activities.

CONCLUSION

We recommend approval of Amendment No. 1 with Dewberry & Davis which will allow the LAR-IAC to move forward with the final phase of the project and achieve the goal of cost saving and increased benefits to our constituents through meaningful public agency collaboration and partnerships.

Temporary use of monies from the ITF, if required, will ensure the County's ability to meet its contractual obligation to make timely payment to the contractors on successful delivery and distribution of the desired imagery.

Respectfully submitted,



JON W. FULLINWIDER
Chief Information Officer

JWF:JM:ygd

Attachment

- c: Chair, Information Systems Commission
- Chief Administrative Officer
- County Counsel
- Director, Department of Public Works
- Director, Regional Planning Department
- Executive Officer, Board of Supervisors

AMENDMENT NUMBER 1

TO

AGREEMENT BETWEEN COUNTY OF LOS ANGELES

AND

DEWBERRY INC.

FOR

**DIGITAL AERIAL IMAGERY DATA QUALITY ASSURANCE/
QUALITY CONTROL
AND DISTRIBUTION SERVICES**



**AMENDMENT NUMBER 1
TO**

**AGREEMENT BETWEEN COUNTY OF LOS ANGELES AND DEWBERRY INC. FOR
DIGITAL AERIAL IMAGERY DATA QUALITY ASSURANCE/QUALITY CONTROL
AND DISTRIBUTION SERVICES**

This Amendment Number 1 ("Amendment No. 1") to the Agreement (as such term is defined below) is entered into as of _____, 2006 by and between the County of Los Angeles in the State of California ("County") and DEWBERRY & DAVIS SERVICES OPERATIONS, INC., a _____ corporation ("CONTRACTOR"), with reference to the following facts.

Recitals

WHEREAS, COUNTY and CONTRACTOR entered into that certain Agreement for Independent Quality Assurance/Quality Control and Distribution Services For Digital Ortho Imagery, Digital Terrain Models and Oblique Aerial Digital Imagery ("Agreement") which was approved by County's Board of Supervisors and executed by the Chief Information Officer on March 30, 2006;

WHEREAS, the COUNTY is requesting the CONTRACTOR to reprocess ortho-imagery to 2-foot resolution, and distribute the imagery;

WHEREAS, the parties now wish to amend the Agreement in order to (i) provide for the performance of additional services under the Agreement with respect to expanded services for quality assurance/quality control and distribution for the Pictometry oblique imagery; and (ii) increase the maximum contract sum under the Agreement to pay for such additional services and data.

NOW, THEREFORE, pursuant to Paragraph 6 (Change Notices and Amendments) of the Agreement, COUNTY and CONTRACTOR hereby agree to amend the Agreement as follows.

1. Paragraph 8.2 (Maximum Contract Sum) of the Agreement is hereby deleted in its entirety and shall be replaced by the following new Paragraph 8.2 (Maximum Contract Sum) to read as follows:

8.2 Maximum Contract Sum

The "Maximum Contract Sum" under this Agreement shall be the total monetary amount payable by COUNTY to CONTRACTOR for supplying all the tasks, subtasks, deliverables, goods, services and other work specified under this Agreement. All work completed by CONTRACTOR must be approved in writing by COUNTY. If COUNTY does not approve work in writing, no payment shall be

due to CONTRACTOR for that work. Notwithstanding such limitation of funds, CONTRACTOR shall satisfactorily perform and complete all work required of CONTRACTOR under this Agreement.

The Maximum Contract Sum for this Agreement, including all applicable taxes, authorized by COUNTY hereunder, shall not exceed Four hundred eighty-four Thousand, Five Hundred-Seventeen Dollars (\$484,517).

2. Exhibit B (Statement of Work) to the Agreement is hereby modified and expanded by Exhibit B1 (Addendum), attached hereto and incorporated herein by this reference.
3. In all other respects, the Agreement, as amended under this Amendment No. 1, shall remain in full force and effect.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment as of the date first written above.

COUNTY OF LOS ANGELES

DEWBERRY & DAVIS SERVICES
OPERATIONS, INC.

By: _____
JON W. FULLINWIDER
Chief Information Officer
Project Director

By: _____
Name: _____

Title: _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

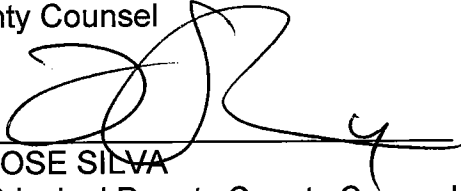
By: 
JOSE SILVA
Principal Deputy County Counsel

EXHIBIT B-1
ADDENDUM
TO
STATEMENT OF WORK

This EXHIBIT B-1 (ADDENDUM) is added to the end of EXHIBIT B (STATEMENT OF WORK) to read as follows:

1. Paragraph 9, QA/QC of Oblique Aerial Digital Images (OADI) from Pictometry, of Exhibit B (Scope of Work,) of the Agreement is hereby deleted in its entirety and shall be replaced by the following:

9. QA/QC of Oblique Aerial Digital Images (OADI) from Pictometry

Using Pictometry software licenses provided by the COUNTY:

Task 9a: Check imagery coverage area for the approximately 420,000 Pictometry images.

1. Number of Images Per Sector:
Number of images per sector based on a 1% random sample (in all parts of the COUNTY)
2. Images by Shot Type:
Images by shot type (community and neighborhood) using map or maps that show the image trapezoids by shot type (at least at a scale of 1" = 2 miles) to identify missing areas.
3. Images by Shot Direction:
Images by shot direction (north, south, east and west) using four maps that show the image trapezoids by shot direction (at least at a scale of 1" = 2 miles)

Task 9b: Check radiometry on 1% sample of Pictometry images.

Identify radiometry problems (images too dark, cloudy, below minimum resolution requirements).

Task 9c: Check horizontal accuracy on an estimated 1,200 Pictometry images.

Verify accuracy of ground locations from oblique imagery versus COUNTY-provided control points.

Task 9d: Check vertical accuracy on an estimated 1,200 Pictometry images.

Verify elevation data from oblique imagery versus COUNTY-provided 3-D control points.

EXHIBIT B-1

STATEMENT OF WORK

Task 9e: Prepare countywide and limited area deliverables for Pictometry images.

Create and deliver OADI datasets to individual, spatially-limited participants (cities and other smaller jurisdictions that are LAR-IAC partners).

Schedule: All deliverables will be provided within 30 days of CONTRACTOR'S receipt of all final datasets from Pictometry. For each Task 9a, 9b, 9c, 9d and 9e, document Task as completed in Weekly Progress Reports.

Deliverables: The deliverables for Task 9 are a paragraph and documentation of each check point, image coverage, radiometry, horizontal and vertical accuracy edit call statistics and graphics in each Weekly Progress Report and verify that datasets have been generated and are ready for delivery.

2. Paragraph 12, Preparation of 2' Resolution Ortho Imagery Dataset, is hereby added to Exhibit B (Scope of Work) of the Agreement to read as follows:

12. Preparation of 2' Resolution Ortho Imagery Dataset

Task 12a: For RGB tiles in GeoTIFF format, prepare reduced resolution datasets at 2' pixel resolution for 12,000 tiles with 4" pixels and 1,100 tiles with 1' pixels from the orthogonal imagery.

Schedule: All deliverables will be provided within 30 days of receipt of all final datasets from Infotech (formerly VARGIS LLC). For Task 12a document as complete in Weekly Progress Reports.

Deliverables: The deliverables for Task 12 is a paragraph and documentation of re-sampling procedures in each Weekly Progress Report and verify that the dataset has been generated and is ready for delivery.

3. Paragraph 13, QA/QC of 4" CIR and 1' CIR Digital Orthophotos of Exhibit B (Statement of Work) of the Agreement is hereby added to read as follows:

13. QA/QC of 4" CIR and 1' CIR Digital Orthophotos

Task 13a: Perform completeness reviews of all 4" CIR and 1' CIR orthophoto tiles for countywide datasets and subsets to be used for each of the spatially-limited areas. Ensure that there are no gaps and that all datasets are complete, to include metadata.

EXHIBIT B-1

STATEMENT OF WORK

Task 13b: Generate and distribute all 4" CIR and 1' CIR orthophoto products required for countywide and spatially-limited datasets on snap servers, external hard drives, and/or DVDs, using media provided by LAR-IAC.

Schedule: For Task 13a, document individual 4" CIR and 1' CIR orthophoto datasets as complete in Weekly Progress Reports. For Task 13b, document individual 4" CIR and 1' CIR orthophoto datasets as generated and ready for delivery in Weekly Progress Reports.

Deliverables: The deliverables for Tasks 13a and 13b are paragraphs and graphics in each Weekly Progress Report that report on the status of tiles that are complete and received by CONTRACTOR from Infotech, and datasets that have been generated and ready for delivery.